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FILED
DISTRICT COURT OF GUAM
MAR 25 2003

J. J. MORAN

4 Attorneys for Defendants:
5 *JAMES JI ENTERPRISES, INC. ET AL.*

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6
7 **IN THE DISTRICT COURT OF GUAM**

9 ALICE N. SALAS,

CIVIL CASE NO. CV02-00002

10
11 Plaintiff,

12 v.

**DEFENDANTS' MOTION AND
MEMORANDUM TO CONFIRM
SETTLEMENT**

13 JAMES JI ENTERPRISES, JJ PACIFIC
14 DEVELOPMENT CORPORATION,
JAMES JI AND HYUNG LEE,

15
16 Defendant.
17

18 **DEFENDANTS' MOTION AND MEMORANDUM TO CONFIRM SETTLEMENT**

19 Defendants JAMES JI ENTERPRISE, JJ PACIFIC DEVELOPMENT CORPORATION,
20 JAMES JI AND HYUNG LEE, move this Honorable Court to confirm settlement of this action.
21 Defendants assert that the payment of \$6,000.00 to Plaintiff Alice Salas comprises the complete settlement
22 by the parties in this matter.

23 **BACKGROUND**

24 This action was commenced by the Plaintiff on February 6, 2002 alleging that Defendants violated
25 provisions of 28 U.S.C. §1875. This claim was the subject of negotiations between Plaintiff Alice Salas
26

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4 and Defendant James Ji directly, without the involvement of their respective counsels. On March 8, 2003,
5 the parties settled and resolved all their differences between them. Plaintiff Alice Salas received a total of
6 \$6,000.00 payment of cash, as a full and complete settlement of the instant Court action. See, Exhibits "1"
7 and "2", Statement of Alice Salas and Receipt.

8
9 **POINTS AND AUTHORITIES**

10 The parties are free to contract a full settlement of the case. 3 Cal.Jur.3d (Rev) Agreed Case and
11 Stipulations §17 states in part:

12 ... (T)he authority of an attorney to control the course of action in court is
13 to be distinguished from the right of a litigant to compromise and settle the
14 claim on which the action is based, and the effect of the settlement as a
defense. Turner v. Camthers, 17 Cal. 431 (1861); Toy v. Haskell, 128
Cal. 558 (1900).

15 1 Cal.Jur.2d (Rev) Accord and Satisfaction §64 states also in part:

16 Where there are no elements of fraud, duress or overreaching, and both
17 parties, freely and with full understanding of their rights to advice of
18 counsel, wish to negotiate a settlement without the involvement of their
lawyers, there is no reason why the law should not permit them to do so.
In re Marriage of Hasso, 229 Cal.App.3d 1174 (1991).

19 Defendants Ji assert that the settlement is a dispositive conclusion to this case in all respects. See,
20 Declaration of Counsel, ¶¶8, 9 and 10.

21 Defendants' counsel delivered letter dated March 19, 2003 to Plaintiff's counsel as to confirmation
22 that there is a final settlement, Id. at ¶7; Exhibit "3".

23 Plaintiff's counsel reply was non-responsive in writing, and she stated that the monies would not
24 be returned, and that nothing further would be filed by Plaintiff as to the settlement with the Court. Id. at
25 ¶8.

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4 **CONCLUSION**5 The resolution of this matter by the parties is binding, final, and dispositive of the entire litigation.
6 No adjudication of liability, trial or judgment, provides a basis to punish Mr. Ji and assess an additional
7 attorneys fee against him.8 Because Defendants have fully performed all of the obligations pursuant to the settlement entered
9 into between Plaintiff Alice Salas and Defendant James Ji, the Court should find that this matter has been
10 appropriately disposed of between the parties. Defendants request entry of Judgment and Order to confirm
11 settlement.12 Dated this 25th day of March, 2003.13
14
15 Respectfully submitted.16 **BERMAN O'CONNOR MANN & SHKLOV**
17 Attorneys for Defendant *JAMES JI*
18 *ENTERPRISES, INC. ET AL.*

19 By:

20 21 MONICA VALLE
22
23
24
25
26

March 8, 2003

I, Alice Salas received \$6,000.00
in cash for a settlement out
of court with Mr. James J.
Corporation. Case dropped.

Alice Salas 3/8/03
ALICE SALAS

Received, ^{cash} from Bennett Garcia.

EXHIBIT 1

SOLD BY _____ DATE 3/8 2003
NAME Alicia Salas

ADDRESS _____

REGISTER NUMBER	AMOUNT RECEIVED	ACCT. FWD.
1		
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REDIFORM, 5A200

BERMAN O'CONNOR MANN & SHKLOV

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March 19, 2003

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VIA FACSIMILE: (671) 477-5790

Sandra D. Lynch, Esq.
Brooks Lynch Tydingco & Quan, LLP
259 Martyr Street
Suite 101
Hagåtña, Guam 96910

CONFIDENTIAL

Re: Alice N. Salas vs. James Ji Enterprise, JJ Pacific Development

Dear Sandy:

I am writing as a follow up on your Declaration filed on behalf of Alice Salas on March 12, 2003.

In light of the Declaration it is unclear whether you and your client accept the \$6,000.00 as settlement of the case in its entirety.

1. Kindly advise whether your client will be refunding the amount of \$6,000.00 paid out to her by James Ji, should she not consider this case settled. If you and your client consider this case not settled, then return all of the \$6,000.00 as soon as possible to our law office.
2. If Ms. Salas has accepted \$6,000.00 in full settlement of the case, our office will prepare the necessary settlement documents to be filed with the Court in this matter.

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Letter to Sandra D. Lynch, Esq.

Re: Alice N. Salas vs. James Ji Enterprise, JJ Pacific Development

March 19, 2003

Page 2

Should you wish to discuss this matter further, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Monica Valle". The signature is fluid and cursive, with the first name "Monica" and the last name "Valle" clearly distinguishable.

Monica Valle

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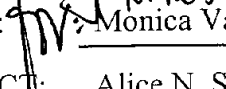
PLEASE DELIVER TO:

NAME: Sandra D. Lynch, Esq.
OFFICE: BROOKS LYNCH TYDINGCO & QUAN LLP
FAX NO.: (671) 477-5790
MESSAGE:

Transmitting letter dated March 19, 2003.

Regards.

THIS DOCUMENT IS FROM:

NAME:  Monica Valle, Esq.
SUBJECT: Alice N. Salas vs. James Ji Enterprise, JJ Pacific Development

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